



South Dakota Board of Nursing

4305 S. Louise Avenue Suite 201
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Agreement must be approved prior to practice

Submit completed agreement to the South Dakota Board of Nursing by email (PDF) to: Erin.Matthies@state.sd.us, or send original document by mail to SD Board of Nursing; 4305 S. Louise Avenue, Suite 201; Sioux Falls, South Dakota 57106-3115.

Once the approval process is completed:

- Email notice will be sent to the APRN and primary physician within 5 – 7 business days.
- Other interested parties/employers may access the approval notice posted on the SD Board of Nursing's Online Verification website under the APRN's name: <https://www.sdbon.org/verify/>.

Advance Practice Registered Nurse Certified Nurse Midwife Collaborative Agreement

Between _____, hereinafter referred to as **Certified Nurse Midwife**,
and _____, hereinafter referred to as **physician**.

Whereas, a Certified Nurse Midwife (CNM) license is required to practice in the role of a Nurse Midwife in South Dakota (SD) as provided for under SDCL Chapter [36-9A](#), as administered by the SD Board of Nursing and the SD Board of Medical and Osteopathic Examiners, hereinafter referred to as Boards. **Whereas**, the overlapping scope of advanced practice nursing and medical functions listed in SDCL 36-9A-13 may be performed by the licensed CNM in collaboration with a licensed physician as defined in SDCL 36-9A-17 and ARSD 20:62:03.

And Whereas, the Boards recognize the following nationally recognized documents to describe standards of practice and entry-level competencies for the practice of the CNM, *American College of Nurse-Midwives: Core Competencies for Basic Midwifery Practice* (December 2012) and *Standards for the Practice of Midwifery* (September 2011). <http://www.midwife.org/index.asp?bid=59&cat=2&button=Search>

Now, therefore, it is agreed between the physician and the CNM:

A. The CNM may perform such services as are allowed by SDCL [36-9A-13](#) and other tasks authorized by the Boards and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinical competency has been demonstrated in a manner satisfactory to said Boards, pursuant to SDCL [36-9A-15](#) and [36-9A-13](#).

1. Management of the prenatal and postpartum care of the mother-baby unit;
2. Management and direction of the birth;
3. Provision of appropriate health supervision during all phases of the reproductive life span to include family planning services, menopausal care, and cancer screening and prevention; and
4. Prescription of appropriate medications and provision of drug samples or a limited supply of appropriate labeled medications for individuals under the nurse midwife's care pursuant to the scope of practice defined in this section, including controlled drugs or substances listed on Schedule II in chapter 34-20B for one period of not more than thirty days. Medications or sample drugs provided to patients shall be accompanied with written administration instructions and appropriate documentation shall be entered in the patient's medical record.

B. The CNM may request to perform additional tasks based upon a finding of adequate collaboration, training, and proficiency, pursuant to SDCL 36-9A-17.1.

☐ Request additional task. (Describe and attach additional documentation) _____

C. It is further understood and agreed by and between the parties:

1. **Collaboration by direct personal contact will occur no less than twice each month**, unless a modification request is approved by the Joint Boards that one of the twice monthly meetings be held by telecommunication (ARSD [20:62:03:03](#)). Direct personal contact means the physician and NP are physically present on site and available for the purposes of collaboration (ARSD [20:62:03:04](#)).

☐ The CNM and physician request one of the twice monthly meetings be held by telecommunication.

The term collaboration (SDCL [36-9A-1\(7\)](#)) is defined as the act of communicating pertinent information or consulting with physician(s) licensed pursuant to Chapter [36-4](#), with each provider contributing their respective expertise to optimize the overall care delivered to the patient.

2. **Collaboration - Separate practice location:** In addition to the required two meetings per month the collaborating physician or secondary physician will be physically present on-site every ninety days at each South Dakota CNM practice location (ARSD 20:62:03:05). This requirement does not apply to locations where health care services are not routine to the setting, such as patient homes and school health screening events.
3. When the collaborating physician is not in direct personal contact with the CNM, the physician must be available by telecommunication (ARSD [20:62:03:04](#)).
4. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.
5. In the event the Boards put a restriction upon the services performed by the CNM, the Physician hereby waives any objection to the CNM's failure to perform tasks not permitted by said Boards.
6. The Boards will not approve any agreement that includes abortion as a permitted procedure, pursuant to SDCL [36-9A-17.2](#).

D. A physician may establish a collaborative relationship with up to four full-time equivalents (FTE), (SDCL [36-9A-17.1](#)).
Provide the FTE status requested:

_____ Full-time: 100% FTE status or _____ % Part-time: FTE status (e.g.: 10%, 20%, 30%, etc.)

- E. This agreement shall not take effect until it has been filed in the office of the State Board of Nursing and approved by the Boards and shall remain in effect until the agreement is terminated in writing by the physician or nurse midwife.

The agreement shall remain in effect as long as the terms defined herein describe the CNM's current practice unless terminated in writing by either party. Upon termination of this agreement, the CNM may not perform the services defined in SDCL [36-9A-12](#) unless a new or existing collaborative agreement is on file with the Boards. If such termination occurs, the CNM shall report the same to the Boards within ten (10) days of such termination.

It is further understood and agreed by and between the parties that any changes in the practice act subsequent to the date of this collaborative agreement will take precedence and modify the affected provision(s) of this agreement.

- F. The parties hereto enter in this agreement on:

Start Date: _____	End Date (if applicable) : _____
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I, the undersigned, declare and affirm under the penalties of perjury that this Collaborative Agreement has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I am aware that should I furnish any false information, such an act may constitute cause for denial of approval and discipline of my license to practice in South Dakota.

Please Print

CNM Name:		Date:	
Email Address:		License #:	
Signature:			

Primary Collaborating Physician Name:		Date:	
Email Address:		License #:	
Signature:			

Secondary Collaborating Physician(s): If primary physician, Dr. _____, is unavailable or is unable to meet the standard of collaboration, the physician(s) identified below may serve as secondary physicians and have agreed to provide the required collaboration for _____, CNM.

Please Print

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